



OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

HALL OF JUSTICE

JIM McDONNELL, SHERIFF

211 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

A Tradition of Service
— Since 1850 —



December 01, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

**ACCEPT A GRANT AWARD FROM THE UNITED STATES DEPARTMENT OF JUSTICE,
NATIONAL INSTITUTE OF JUSTICE FOR FISCAL YEAR 2015 DNA CAPACITY ENHANCEMENT
AND BACKLOG REDUCTION PROGRAM AND APPROVE AN APPROPRIATION ADJUSTMENT
(ALL DISTRICTS) (4 VOTES)**

SUBJECT

Request Board approval authorizing the Sheriff of Los Angeles County (County) to accept and execute a grant award in the amount of \$1,075,000 from the United States Department of Justice (DOJ), Office of Justice Programs (OJP), National Institute of Justice (NIJ), for Fiscal Year (FY) 2015 DNA Capacity Enhancement and Backlog Reduction Program (DNA Program) and approve an Appropriation Adjustment.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Sheriff, as an agent for the County, to execute the attached Grant Award Agreement Number 2015-DN-BX-0096 (Agreement) with NIJ, accepting a grant in the amount of \$1,075,000 with no match requirement to fund the Los Angeles County Sheriff's Department's (Department) Scientific Services Bureau's Crime Lab for the grant period from January 1, 2016, through December 31, 2017.
2. Delegate authority to the Sheriff, or his designee, as an agent for the County, to execute and submit all required grant documents, including but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for completion of the DNA Program.
3. Approve an Appropriation Adjustment to increase the Department's General Support Services Budget (GSSB) Unit in the amount of \$1,075,000 (Salaries and Employee Benefits - \$283,000, Services and Supplies - \$572,000, and Capital Assets - \$220,000), for FY 2015-16 to be fully offset by grant funding.

4. Delegate authority to the Sheriff, as an agent for the County, to apply and submit a grant application to NIJ for the DNA Program in future FY's and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The objectives of the DNA Program are to reduce the number of forensic cases awaiting DNA analysis in the Department's backlog, to assist outside police agencies with improving their DNA analysis capacity, and to improve the Department's DNA analysis capacity through equipment and supply purchases. To successfully achieve the objectives of this DNA Program, the Department will use the funds to reduce and prevent casework backlog through analyst overtime, to increase capacity of the biology section by purchasing equipment, and to provide required continuing education to the analysts.

Funds in the amount of \$1,075,000 will be used for Salaries and Employee Benefits (\$283,000 - overtime budgeted for Senior Criminalists and Supervising Criminalists), Services and Supplies (\$572,000 - forensic casework supply items, training, registration fees, and travel expenses), and Capital Assets (\$220,000 – forensic equipment).

Implementation of Strategic Plan Goals

This program is consistent with the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, by maximizing the effectiveness of process, structure, and operations to support timely delivery of customer-oriented and efficient public services; and Goal 3, Integrated Services Delivery, by maximizing the opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

This will be the 12th year of funding for the DNA Program. The total project cost is \$1,075,000 with no match requirement. Approval of an Appropriation Adjustment to increase the Department's GSSB Unit in the amount of \$1,075,000 (Salaries and Employee Benefits - \$283,000, Services and Supplies - \$572,000, and Capital Assets - \$220,000), for FY 2015-16 to be fully offset by grant funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 18, 2015, the Department submitted an application in response to NIJ's FY 2015 DNA Program grant solicitation. Upon review of the Department's application, NIJ selected the Department to be a grant recipient of \$1,075,000 with no match requirement.

The Agreement will be in effect for 24 months from January 1, 2016, through December 31, 2017.

All forensic equipment and supplies purchased with DNA Program funding will be procured in accordance with the County's purchasing policies and procedures.

County Counsel has approved the attached Agreement as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Board letter was forwarded to the District Attorney's Office, the Public Defender's Office, and the Alternate Public Defender's Office for review. The District Attorney's Office did not provide an impact statement. The Public Defender's Office stated as a result of not being provided any statistical data regarding arrests, filings or anticipated filings, they are unable to make a reasonable determination regarding the impact of the DNA Program on the services of the Public Defender. The Alternate Public Defender's Office stated that accepting these grant funds will continue to impact Alternate Public Defender operations through additional criminal court filings. However, the Alternate Public Defender's Office believes it can continue to manage the impact with its current resources.

This grant will have a positive impact on current services by improving the capacity to analyze DNA.

CONCLUSION

Upon Board approval, please return two individually adopted copies of this Board letter to the Department's Grants Unit.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim McDonnell". The signature is stylized with a large, looping initial "J" and a cursive "McDonnell".

JIM McDONNELL

Sheriff

JM:PF:pf

Enclosures

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000

Department: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

**Grant Project Title and Description: FY 14 DNA CAPACITY ENHANCEMENT AND BACKLOG
REDUCTION PROGRAM**

The funding will be used to reduce the number of forensic cases awaiting DNA analysis, reduce the total number of backlog cases, assist in improving the DNA analysis capacity, provide required continuing education to the Senior and Supervising Criminalists, and improve DNA analysis capacity through equipment and supply purchases.

Funding Agency
National Institute of Justice

Program (Fed. Grant # /State Bill or Code #)
2015-DN-BX-0096

Grant Acceptance Deadline
December 18, 2015

Total Amount of Grant Funding: \$1,075,000

County Match: None

Grant Period: 24-Months

Begin Date: JANUARY 1, 2015

End Date: DECEMBER 31, 2017

Number of Personnel Hired Under This Grant: 0

Full Time: 0 **Part Time:** 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes ___ No X

Will all personnel hired for this program be placed on temporary ("N") items? Yes ___ No X

Is the County obligated to continue this program after the grant expires? Yes ___ No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes ___ No X

b). Identify other revenue sources Yes ___ No X
(Describe) _____

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes ___ No X

Impact of additional personnel on existing space: None

Other requirements not mentioned above: None

Department Head Signature _____ **Date** _____

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BA FORM 03/13

BOARD OF
SUPERVISORS
OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF SHERIFF

DEPT'S.
NO. 770

December 1, 2015

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2015-16

4 - VOTES

SOURCES

BA DETAIL - SEE ATTACHMENT PAGE 1

USES

BA DETAIL - SEE ATTACHMENT PAGE 1

SOURCES TOTAL: \$ 1,075,000

USES TOTAL: \$ 1,075,000

JUSTIFICATION

Appropriation Adjustment to accept and execute a grant award in the amount of \$1,075,000 from the United States Department of Justice (DOJ), Office of Justice Programs (OJP), National Institute of Justice (NIJ) for the Fiscal Year 2015 DNA Capacity Enhancement and Backlog Reduction Program (DNA Program). The objectives of the DNA Program are to reduce the number of forensic cases awaiting DNA analysis in the Department's backlog, to assist outside police agencies with improving the DNA analysis capacity, and to improve the Department's DNA analysis capacity through equipment and supply purchases.



AUTHORIZED SIGNATURE Rick Cavataio, Director, Financial Programs

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---

☐ ACTION

☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY



B.A. NO. 050

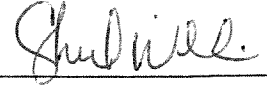
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☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY



November 18 20 15

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF SHERIFF

DEPT'S.
NO. 770

December 1, 2015

FY 2015-16

4 - VOTES

SOURCES

USES

SHERIFF - GENERAL SUPPORT SERVICES
A01-SH-90-9031-15681-15687
Federal Grants
INCREASE REVENUE

\$1,075,000

SHERIFF - GENERAL SUPPORT SERVICES
A01-SH-1000-15681-15687
Salaries & Employee Benefits
INCREASE APPROPRIATION

\$283,000

SHERIFF - GENERAL SUPPORT SERVICES
A01-SH-2000-15681-15687
Services & Supplies
INCREASE APPROPRIATION


\$572,000

SHERIFF - GENERAL SUPPORT SERVICES
A01-SH-6030-15681-15687
Capital Assets - Equipment
INCREASE APPROPRIATION

\$220,000

SOURCES TOTAL: \$ 1,075,000

USES TOTAL: \$ 1,075,000

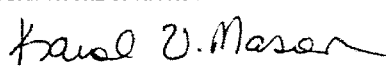
 11/18/15
RA # 050



Department of Justice
Office of Justice Programs
National Institute of Justice

Grant

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1 RECIPIENT NAME AND ADDRESS (Including Zip Code) Los Angeles County Sheriff's Department 4700 Ramona Boulevard Monterey Park, CA 91754		4 AWARD NUMBER 2015-DN-BX-0096	
		5 PROJECT PERIOD FROM 01-01-2016 TO 12-31-2017 BUDGET PERIOD FROM 01-01-2016 TO 12-31-2017	
		6 AWARD DATE 09-21-2015	7 ACTION Initial
2a. GRANTEE IRS VENDOR NO 956000927	8 SUPPLEMENT NUMBER 00		
2b. GRANTEE DUNS NO 028950678	9 PREVIOUS AWARD AMOUNT \$ 0		
3. PROJECT TITLE FY 2015 DNA Capacity Enhancement and Backlog Reduction Program - Los Angeles County Sheriff's Department		10. AMOUNT OF THIS AWARD \$ 1,075,000	
		11. TOTAL AWARD \$ 1,075,000	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S)			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY15(NIJ - S&LLEA DNA/Other Forensics) Pub. L. No. 113-235, 128 Stat. 2130, 2193, 28 USC 530C			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16 741 - DNA Backlog Reduction Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Karol Virginia Mason Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Jim McDonnell Sheriff	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL FUND BUD DIV. YEAR CODE ACT. OFC. REG. SUB. POMS AMOUNT X B DN 60 00 00 1075000		21. PDNSGT0224	



Department of Justice
Office of Justice Programs
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**AWARD CONTINUATION
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Grant**

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PROJECT NUMBER 2015-DN-BX-0096

AWARD DATE 09/21/2015

SPECIAL CONDITIONS

1. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this 2015 award from the Office of Justice Programs (OJP). For this 2015 award, the Part 200 Uniform Requirements, which were first adopted by DOJ on December 26, 2014, supersede, among other things, the provisions of 28 C.F.R. Parts 66 and 70, as well as those of 2 C.F.R. Parts 215, 220, 225, and 230.

If this 2015 award supplements funds previously awarded by OJP under the same award number, the Part 200 Uniform Requirements apply with respect to all award funds (whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this 2015 award.

Potential availability of grace period for procurement standards: Under the Part 200 Uniform Requirements, a time-limited grace period may be available under certain circumstances to allow for transition from policies and procedures that complied with previous standards for procurements under federal awards to policies and procedures that comply with the new standards (that is, to those at 2 C.F.R. 200.317 through 200.326).

For more information on the Part 200 Uniform Requirements, including information regarding the potentially-available grace period described above, see the Office of Justice Programs (OJP) website at <http://ojp.gov/funding/Part200UniformRequirements.htm>

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2. The recipient agrees to comply with the Department of Justice Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide").
3. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302) that is approved by the Office for Civil Rights is a violation of the Standard Assurances executed by the recipient, and may result in suspension of funding until such time as the recipient is in compliance, or termination of the award.
4. The recipient understands and agrees that OJP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.
5. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
6. The recipient and any subrecipients must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act, or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig_hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig



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PROJECT NUMBER 2015-DN-BX-0096

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SPECIAL CONDITIONS

7. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient --

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized to make subawards or contracts under this award --

a. it represents that --

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

8. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



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PROJECT NUMBER 2015-DN-BX-0096

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SPECIAL CONDITIONS

10. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/sam.htm> (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
11. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
12. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").
13. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
14. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
15. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.
16. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.
17. A recipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).
18. The recipient must collect, maintain, and provide to OJP, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by OJP. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.



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Office of Justice Programs
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PROJECT NUMBER 2015-DN-BX-0096

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SPECIAL CONDITIONS

19. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
20. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

21. To assist in information sharing, the award recipient shall provide the NIJ program manager with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Award No. _____, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.
22. The recipient shall transmit to the NIJ program manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.
23. Pursuant to 28 C.F.R. Part 18, OJP may suspend or terminate funding under this award before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the recipient will be unable to draw down funds until OJP determines that the recipient is in compliance.
24. The recipient and any subrecipients must comply with all applicable federal laws and regulations, including those identified in the forms entitled "Standard Assurances" and the "Certifications Regarding Lobbying, Debarment and Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements," currently posted at <http://ojp.gov/funding/Apply/Forms.htm>.



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PROJECT NUMBER 2015-DN-BX-0096

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SPECIAL CONDITIONS

25. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
26. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.
27. The recipient agrees to comply with applicable requirements to report first-tier subawards of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients of award funds. Such data will be submitted to the FFATA Subaward Reporting System (FSRS). The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the Office of Justice Programs web site at <http://www.ojp.gov/funding/ffata.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here. This condition, and its reporting requirement, does not apply to grant awards made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
28. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov>) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
29. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
30. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.



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SPECIAL CONDITIONS

31. Semiannual performance measure data reporting - Forensic DNA casework and capacity enhancement
The recipient agrees to submit applicable performance measure data regarding forensic DNA casework and capacity enhancement with its semiannual progress reports. With respect to such data, the reports should contain: (1) information regarding baseline performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the beginning of the award period, and the average number of forensic DNA samples analyzed per analyst/month at the beginning of the award period, for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the beginning of the award period); (2) progress performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the end of the reporting period, and the average number of forensic DNA samples analyzed per analyst/month at the end of the reporting period, for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the reporting period, the number of forensic biology/DNA cases analyzed during the reporting period using funds provided under this award, and the number of DNA profiles from forensic analyses entered into CODIS during the reporting period as a result of the funds provided under this award); and (3) impact performance metrics (for forensic casework DNA backlog reduction projects -- the number of CODIS hits during the reporting period attributable to the forensic analyses funded under this award).

For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.

32. Semiannual Performance Measure Data Reporting - DNA database sample analysis and capacity enhancement
If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient agrees to submit applicable performance measure data with its semiannual progress reports. With respect to such data, the reports should contain: (1) information regarding baseline performance metrics (for DNA database laboratory capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the beginning of the award period, the average number of days between the submission of a DNA database sample to the laboratory and the upload of the DNA profile to CODIS at the beginning of the award period, for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the beginning of the award period); (2) progress performance metrics (for capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the end of the reporting period, the average number of days between the submission of a DNA database sample to the laboratory and the upload of the profile to CODIS at the end of the reporting period; for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the end of the reporting period, the number of DNA database samples analyzed during the reporting period using funds from this award, and the number of DNA profiles from DNA database samples entered into CODIS during the reporting period as a result of the funds provided under this award); and (3) impact performance metrics (for DNA database backlog reduction projects -- the number of CODIS hits during the reporting period resulting from DNA database profiles developed using funds provided under this award).

For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.



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33. Final performance measure data reporting

The recipient agrees to submit applicable performance measure data with its final report. With respect to data concerning forensic DNA activities, the final report should contain: (1) for forensic DNA capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the end of the project period, and the average number of forensic DNA samples analyzed per analyst/month at the end of the project period; and (2) for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the project period, the cumulative number of forensic biology/DNA cases analyzed using funds provided under this award, the cumulative number of DNA profiles from forensic analyses entered into CODIS as a result of the funds provided under this award, and the cumulative number of CODIS hits attributable to forensic DNA analyses funded under this award).

For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient also agrees to submit applicable performance measure data with its final report. With respect to such data, the final report should contain: (1) for DNA database laboratory capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the end of the project period; the average number of days between the submission of a DNA database sample to the laboratory and the upload of the profile to CODIS at the end of the project period, and (2) for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the end of the project period, the cumulative number of DNA database samples analyzed using funds provided under this award, the cumulative number of profiles from DNA database samples entered into CODIS as the result of funds provided under this award, and the cumulative number of CODIS hits resulting from DNA database profiles developed using funds provided under this award.

For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.



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34. Privacy; quality assurance; CODIS/NDIS

The recipient shall ensure that each DNA analysis conducted and DNA profile generated under this award is maintained pursuant to all applicable Federal privacy requirements, including those described in 42 U.S.C. section 14132(b)(3).

The recipient shall ensure that all forensic DNA analyses conducted with funding under this award are performed either (1) by accredited government-owned laboratories, or (2) through accredited fee-for-service vendors. Accreditation must be by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community.

The recipient shall ensure that any laboratory that conducts forensic DNA analyses under this award undergoes external audits, not less than once every two years, that demonstrate compliance with the Quality Assurance Standards for Forensic DNA Testing Laboratories established by the Director of the Federal Bureau of Investigation.

The recipient shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and, where applicable, uploaded to the National DNA Index System (NDIS). No profiles generated with funding from this award may be entered into any non-governmental database without prior express written approval from NIJ.

If any government-owned forensic laboratory that will receive funding under this award to conduct forensic DNA analyses is not a member of NDIS, the laboratory must have a written agreement in place with an NDIS-participating laboratory for the resulting eligible forensic DNA profiles to be entered into CODIS, and, where applicable, uploaded into NDIS.

If the recipient operates a state-designated DNA database laboratory, the recipient shall ensure that analyses of DNA database samples and reviews of associated DNA profiles conducted with funding under this award are performed by a laboratory that (1) is accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and (2) undergoes external audits, not less than once every two years, that demonstrate compliance with the requirements of the Quality Assurance Standards for DNA Databasing Laboratories established by the Director of the Federal Bureau of Investigation. The recipient shall ensure that any DNA database samples analyzed with funding under this award are analyzed for all 13 CODIS core STR loci, using commercially available PCR kits accepted by NDIS. The recipient shall also ensure that all profiles obtained from DNA database samples with funding from this award are entered into CODIS within 90 days of completion of analysis, and uploaded into NDIS.

The recipient agrees to notify NIJ promptly upon any change in the accreditation status of any of the forensic science laboratories that receive funding under this award, or their participation in NDIS.

35. No research; nonsupplanting of State or local government funds

The recipient shall ensure that none of the funds provided under this award are used for research or statistical projects or activities as defined by 28 CFR Part 22 or for research as defined by 28 CFR Part 46. Any questions concerning this provision should be directed to the NIJ program manager for the award.

The recipient shall ensure that Federal funds made available through this award will not supplant State or local government funds, but instead will be used to increase the amount of funds that would, in the absence of Federal funds, be available from State or local government sources for activities funded through this award.

The recipient agrees to notify NIJ promptly if the recipient receives new State or local government funding for any of the purposes included in the approved application for this award.



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36. The recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of backlogged forensic DNA cases that will be analyzed within twenty-four months using the funds provided under this fiscal year 2015 award, above and beyond those that will be analyzed using funds from other sources.

If applicable, the recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of DNA database samples that will be analyzed, or associated DNA profiles reviewed, within twenty-four months using the funds provided under this fiscal year 2015 award, above and beyond those that can be analyzed or reviewed using funds from other sources.

37. The recipient understands and agrees that gross income (revenues) from fees charged for DNA testing services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied to the NIJ DNA Capacity Enhancement and Backlog Reduction Program by the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit.

The recipient understands and agrees that program income earned during the award period only may be expended only for permissible uses of funds specifically identified in the solicitation for the NIJ FY 2015 DNA Capacity Enhancement and Backlog Reduction Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the FY 2015 program solicitation.

The recipient understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within ninety (90) days of the end of the award period must be returned to OJP.

38. The recipient understands and agrees that, throughout the award period, it must promptly notify NIJ if it either starts or stops charging fees for DNA testing services, or if it revises its method of allocating fees received for DNA testing services to program income. Notice must be provided in writing to the NIJ program manager for the award within ten (10) business days of implementation of the change.
39. Absent prior express written approval from NIJ, rates for any lodging charged to the award may not exceed the posted GSA rate for the location. (If the recipient opts to obtain lodging at a higher rate, the cost differential, including associated taxes, may not be charged to the award.)



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40. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The activities the recipient has proposed to conduct under this award fall within the scope of an NIJ Programmatic EA that complies with the National Environmental Policy Act (NEPA). These activities have been determined not to have a significant impact on the quality of the human environment.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact, or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or new activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

41. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact, or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

42. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.



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43. The recipient may not obligate, expend, or draw down any funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D), and a Grant Adjustment Notice (GAN) has been issued removing this condition.
44. The recipient may not obligate, expend, or draw down any funds until a revised proposal (and any necessary modifications to the budget and budget narrative) has been received and approved by the National Institute of Justice, and a Grant Adjustment Notice has been issued removing this condition.
45. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.
46. The recipient may not obligate, expend, or draw down any funds under this award until: (1) the recipient acquires current registration with the System of Award Management (SAM), (2) the recipient notifies OJP in writing of its current SAM registration, and (3) a Grant Adjustment Notice (GAN) is issued that removes this special condition.



Department of Justice
Office of Justice Programs
National Institute of Justice

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Alan Spanbauer, Program Manager

Subject: Environmental Assessment for Los Angeles County Sheriff's Department

The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award. Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts. Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NIJ of-- (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NIJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.



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GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

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2015-DN-BX-0096

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This project is supported under FY15(NIJ - S&LLEA DNA/Other Forensics) Pub. L. No. 113-235, 128 Stat. 2130, 2193; 28 USC 530C

1. STAFF CONTACT (Name & telephone number)

Alan Spanbauer
(202) 305-2436

2. PROJECT DIRECTOR (Name, address & telephone number)

Chin Kim
Grants Manager
211 W. Temple Street
Grants Unit, 6th Floor
Los Angeles, CA 90012
(213) 229-1801

3a. TITLE OF THE PROGRAM

NIJ FY 15 DNA Capacity Enhancement and Backlog Reduction Program

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

FY 2015 DNA Capacity Enhancement and Backlog Reduction Program - Los Angeles County Sheriff's Department

5. NAME & ADDRESS OF GRANTEE

Los Angeles County Sheriff's Department
4700 Ramona Boulevard
Monterey Park, CA 91754

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 01/01/2016 TO: 12/31/2017

8. BUDGET PERIOD

FROM: 01/01/2016 TO: 12/31/2017

9. AMOUNT OF AWARD

\$ 1,075,000

10. DATE OF AWARD

09/21/2015

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Los Angeles County Sheriff's Department, Scientific Services Bureau (LASD-SSB) Crime Lab exists under the County of Los Angeles and is responsible for analyzing evidence from criminal investigations for the entire County, excluding the City of Los Angeles and the area it serves.

The LASD-SSB remains under severe budget constraints and overtime is strictly controlled. The Federal funding from this award will be used for the following goals:

1. Reduce and prevent casework backlog through analyst overtime and supply purchases.
2. Increase or maintain capacity of the biology section by purchasing equipment (One new Tecan EVO-150 Extraction robot for use with sexual assault casework)
3. Provide the required continuing education for 24 analysts.

The LASD-SSB can expect to reduce the DNA case backlog by at least 815 cases by the end of the award period. The turnaround time is expected to be reduced to 90 days or less, and the analyst throughput for casework is expected to increase to 27 samples per analyst, per month.

nea/hcf.